



PERIODIC REVIEW

**E and E Foods Building
Facility Site ID#: 87527483**

**3922 6th Avenue South,
Seattle, Washington**

Northwest Region Office

TOXICS CLEANUP PROGRAM

May 2010

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1.0 INTRODUCTION

This document is a review by the Washington State Department of Ecology (Ecology) of post-cleanup Site conditions and monitoring data to ensure that human health and the environment are being protected at the E and E Foods Building (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA) regulations, Chapter 173-340 Washington Administrative Code (WAC).

Cleanup activities at this Site were completed under the Voluntary Cleanup Program (VCP). The cleanup actions resulted in concentrations of petroleum hydrocarbons, metal, polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs) remaining at the Site which exceed MTCA cleanup levels. The MTCA cleanup levels for soil are established under WAC 173-340-740. The MTCA cleanup levels for groundwater are established under WAC 173-340-720. WAC 173-340-420 (2) requires that Ecology conduct a periodic review of a Site every five years under the following conditions:

- (a) Whenever the department conducts a cleanup action
- (b) Whenever the department approves a cleanup action under an order, agreed order or consent decree
- (c) Or, as resources permit, whenever the department issues a no further action opinion;
- (d) and one of the following conditions exists:
 - 1. Institutional controls or financial assurance are required as part of the cleanup
 - 2. Where the cleanup level is based on a practical quantitation limit
 - 3. Where, in the department's judgment, modifications to the default equations or assumptions using Site-specific information would significantly increase the concentration of hazardous substances remaining at the Site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions, including the effectiveness of engineered controls and institutional controls in limiting exposure to hazardous substances remaining at the Site;
- (b) New scientific information for individual hazardous substances or mixtures present at the Site;
- (c) New applicable state and federal laws for hazardous substances present at the Site;
- (d) Current and projected Site use;
- (e) Availability and practicability of higher preference technologies; and
- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

The Department shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 SUMMARY OF SITE CONDITIONS

2.1 Site Description and History

The property is referred to as E and E Foods, E and E Meats, and Banchemo Estates in Ecology files, and is located at the northeast corner of South Andover Street and Sixth Avenue South in Seattle, Washington. The property was developed as commercial property and consists of one production/office building. Grounds include mostly asphalt pavement, but there is landscaping on the west side of the site.

Shallow groundwater in the property area was anticipated to flow to the northwest. Several properties with identified soil or groundwater contamination were located to the south and southeast.

2.2 Site Investigations and Sample Results

Four hollow-stem auger borings were drilled and completed as groundwater monitoring wells (KMW-01, KMW-02, KMW-03, and KMW-04) on December 2, 1993. The boring locations were selected to obtain information regarding the possible presence of subsurface soil and/or groundwater contamination. During drilling, soil samples were collected for soil identification. A photoionization detector (PID) was used during drilling to screen for volatile organic compounds (VOCs) in collected soil samples, with the results measured in parts per million by volume (ppmv). Two “worst-case” soil samples were collected from each boring, submitted to the analytical laboratory (Analytical Technologies, Inc.) and analyzed for the potential presence of the following:

- hydrocarbon identification (Ecology Method Washington total petroleum hydrocarbons, hydrocarbon identification, or WTPH-HCID)
- TPH in the gasoline, diesel, and heavy oil range, based on results of the HCID analyses (Ecology Methods WTPH-G, WTPH-D, and WTPH 418.1, respectively)
- VOCs (EPA Method 8240)
- semi-volatile organic compounds (SVOCs) (EPA Method 8270)
- priority pollutant metals (various EPA Methods)
- polychlorinated biphenyls (PCBs) (EPA Method 8080)

Four soil borings were drilled during site exploration and advanced to depths between 15.5 and 21.0 feet. The environmental consulting firm, Kleinfelder observed asphalt concrete on the surface of each boring during drilling. Subsurface soils encountered included predominantly sands within the upper 7 to 15 feet. Clays were encountered below the sands to the maximum depth explored. Some silts and gravel were encountered in KMW-02 and KMW-04, respectively. Organics and petroleum hydrocarbons were identified in all borings to a varying degree. The odor of creosote was also observed in KMW-01. Glass, plastic, wood fragments, and metal debris was encountered in KMW-02, KMW-03, and KMW-04. Groundwater was encountered

during drilling in each boring at depths between 8 and 13 feet. The four soil borings were completed as 2-inch diameter groundwater monitoring wells to obtain information regarding possible groundwater contamination and flow direction. Groundwater samples were collected on December 3 from monitoring wells KMW-01 and KMW-02, and on December 6, 1993 from monitoring wells KMW-03 and KMW-04. Groundwater depths were measured on December 3 and December 6, 1993 in the four monitoring wells.

According to the laboratory, TPHs were identified in seven of the eight samples analyzed. Gasoline range hydrocarbons were identified above the Method A soil cleanup level in KMW-03 at a depth of 8 feet and KMW-04 at a depth of 10 feet. Diesel range hydrocarbons were identified above the Method B soil cleanup level in both samples from KMW-02, KMW-03, and KMW-04. A concentration of 10,000 mg/kg was encountered in KMW-03 at 8 feet. Heavy oil-range hydrocarbons were identified above the Method A soil cleanup level in each sample except KMW-01 at 20.5 feet. A level of 11,000 mg/kg was encountered in KMW-04 at 10 feet. The laboratory analyzed all eight soil samples collected for the potential presence of benzene, ethylbenzene, toluene, and total xylenes (BETX) compounds. The laboratory indicated BETX compounds were not present above the Method A soil cleanup level in any of the samples analyzed. Seven soil samples were analyzed for the potential presence of VOCs; however, the laboratory indicated VOCs were not detected in concentrations above the Method A or Method B soil cleanup levels. Seven soil samples were analyzed for the potential presence of semi-volatile organics. The laboratory indicated that benzo(A)pyrene in KMW-02 at 10 feet was encountered above the Method B soil cleanup level. In addition, total carcinogenic polycyclic aromatic hydrocarbons (cPAHs) in KMW-02 at 10 feet and KMW-04 at 5 feet were detected in concentrations above the Method A soil cleanup level. Six soil samples were analyzed for the potential presence of total priority pollutant metals. The laboratory indicated that concentrations of metals were detected in every sample; however, only arsenic, lead and mercury were found in concentrations above the Method A soil cleanup levels, and only in KMW-04 at 10 feet. Two soil samples were analyzed for the potential presence of PCBs. The laboratory indicated the presence of PCB compounds only in KMW-04 at 10 feet. The concentration of PCBs in this sample approached, but did not exceed, the Method A Soil Cleanup Level.

The laboratory indicated that gasoline range hydrocarbons were present above the Method A groundwater cleanup level in KMW-02 and KMW-03. In addition, diesel and heavy oil range hydrocarbons were detected above the Method A groundwater cleanup level in each well sampled. A diesel range concentration of 64 milligrams per liter (mg/L) was documented from KMW-02. The laboratory indicated that VOCs were not present in concentrations above the Method A or Method B groundwater cleanup levels in the wells sampled. SVOCs were not detected above the Method A or Method B groundwater cleanup levels in the wells sampled. Total metals concentrations exceeded the Method A or Method B groundwater cleanup level for all 13 compounds analyzed, except antimony, beryllium, copper, selenium and thallium in KMW-01. Total metals concentrations exceeded the Method A or Method B groundwater cleanup level for all 13 compounds analyzed, except beryllium, selenium, silver and thallium in KMW-02. Total metals concentrations exceeded the Method A or Method B groundwater cleanup level for all 13 compounds analyzed, except antimony, beryllium, selenium, silver and

thallium in KMW-03. Total metals concentrations exceeded the Method A or Method B groundwater cleanup level for arsenic, cadmium, chromium, and lead in KMW-04.

2.3 Cleanup Actions

No record of contaminant removal exists in Ecology files except for 67 tons of petroleum contaminated soil removed in December 2000 in conjunction with a 3000 gallon underground storage tank removal. This removal did not completely clean the tank area, and did not attempt to clean the Site as a whole. An attempt was made to show protectiveness from the contamination remaining at the Site using industrial cleanup standards combined with the recording of a restrictive covenant. This is feasible for the soil contamination but requires a conditional point of compliance for the groundwater within the property boundary where the measured levels of contamination do not exceed levels needed for unrestricted land use. There is no record in Ecology files that a conditional point of compliance for groundwater was ever established.

Organics and petroleum hydrocarbons were identified in all borings to a varying degree. The odor of creosote was also observed in KMW-01. Glass, plastic, wood fragments, and metal debris were encountered in KMW-02, KMW-03, and KMW-04. Based on information in various reports, and the amount of organic debris and “garbage” encountered during drilling, it appears a portion of the site may have formerly been used as a landfill. In addition, a foundry, historically located southeast of the property, may have contributed to surface soil contamination, as well as possible fill materials on the subject site. Concentrations of semi-volatile organic compounds were found above the Method A or Method B soil cleanup levels in KMW-02 and KMW-04.

Arsenic, lead and mercury were found above the Method A soil cleanup levels in KMW-04. A variety of the 13 priority pollutant metals were identified in each of the groundwater samples analyzed from the monitoring wells. Predominantly arsenic, cadmium, chromium, copper, lead, mercury, nickel and zinc were detected by the laboratory above the Method A or Method B groundwater cleanup levels. Antimony and silver also were found above Method B groundwater cleanup levels.

Groundwater was encountered during drilling in each boring at depths between 8 and 13 feet. Groundwater levels during development and sampling were observed at depths between 7 and 11 feet. Groundwater was evaluated to flow to the south, based on an elevation survey performed, and groundwater measurements on December 3 and December 6, 1993. Diesel and heavy oil range hydrocarbons were encountered in each of the four borings above the Method A soil and groundwater cleanup levels. Gasoline-range hydrocarbons were encountered in KMW-03 and KMW-04 above the Method A soil cleanup levels, and KMW-02 and KMW-03 above the Method A groundwater cleanup levels, but to a lesser degree.

The Environmental Consultant, Kleinfelder recommended that a third phase of work be performed at the site to evaluate the horizontal and vertical extent of subsurface soil and/or groundwater contamination. No record of this exists in Ecology files.

2.4 Cleanup Levels

Analytical laboratory results were compared to the MTCA Method C (industrial) Cleanup Levels for soil, but no record has been found of a point of compliance or cleanup levels established for groundwater.

2.5 Restrictive Covenant

Based on the Site use, surface cover and calculated cleanup levels, it was determined that the Site was eligible for a 'No Further Action' determination if a Restrictive Covenant was recorded for the property. A Restrictive Covenant was recorded for the Site in 2003 which imposed the following limitations:

Section 1. The Property shall be used only for traditional industrial uses, as described in RCW 70.1050.020(23) and defined in and allowed under any of the City of Seattle's industrial zoning regulations (e.g., General Industrial 1, General Industrial 2, Industrial Buffer, or Industrial Commercial as described in SMC 23.50.002, et seq.), codified in the Seattle Municipal Code as of the date of this Restrictive Covenant.

No groundwater may be taken for any use from the Property.

The Owner shall not alter, modify, or remove the asphalt pavement or existing building in any manner that may result in the release or exposure to the environment or create a new exposure pathway without prior written approval from Ecology. Notwithstanding the foregoing, the Owner may without advance approval conduct routine maintenance and repair operations consistent with good building management practices so long as the asphalt pavement or building which is the subject of the maintenance or repair is promptly restored to substantially the same condition as existed as of the date of this Restrictive Covenant.

Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil or create a new exposure pathway, is prohibited.

Section 2. Any activity on the Property that may interfere with the continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property or creates a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the Property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued adherence to Sections 1 through 8.

Section 5. The Owner must restrict leases to uses and activities consistent with this Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times and upon reasonable advance notice for the purpose of evaluating

the Remedial Action, to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

The Restrictive Covenant is available as Appendix 6.4.

3.0 PERIODIC REVIEW

3.1 Effectiveness of completed cleanup actions

The Restrictive Covenant for the Site was recorded and is in place. This Restrictive Covenant prohibits activities that will result in the release of contaminants at the Site without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. This Restrictive Covenant serves to ensure the long term integrity of the remedy.

Based upon the Site visit conducted on June 9, 2010, the asphalt cover (remedy) at the Site continues to eliminate exposure to contaminated soils by ingestion and contact. The environment (groundwater), however, is not protected. The asphalt is deteriorating in the area of the tank removal with sinking and cracking, so repair, maintenance, or contingency actions would be required if an NFA were to remain in effect or re-instated. The Site is still operating as a commercial building. A photo log is available as Appendix 6.5.

Soils with TPH, PAHs, PCBs, and metals concentrations higher than MTCA cleanup levels are still present at the Site. However, the remedy prevents human exposure to this contamination by ingestion and direct contact with soils. The Restrictive Covenant for the property will ensure that the soil contamination remaining is contained and controlled.

The environment (groundwater) does not appear to be protected as it was found to be contaminated and there is no record in Ecology's files that a conditional point of compliance was established.

3.2 New scientific information for individual hazardous substances for mixtures present at the Site

There is no new scientific information for the contaminants related to the Site.

3.3 New applicable state and federal laws for hazardous substances present at the Site

The cleanup at the Site was governed by Chapter 173-340 WAC (2001 ed.). No significant statutory changes have occurred since then.

3.4 Current and projected Site use

The Site is currently used for industrial purposes. There have been no changes in current or projected future Site or resource uses.

3.5 Availability and practicability of higher preference technologies

The remedy implemented included containment of hazardous substances, and it continues to be protective of human health. While higher preference cleanup technologies may be available, they are still not practicable at this Site.

3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels

The analytical methods used at the time of the remedial action were capable of detection below selected Site cleanup levels. The presence of improved analytical techniques would not affect decisions or recommendations made for the Site.

4.0 CONCLUSIONS

The following conclusions have been made as a result of this periodic review:

- The cleanup actions completed at the Site appear to be protective of human health, but not the environment (groundwater).
- Soils cleanup levels have not been met at the standard point of compliance for the Site; however, the cleanup action has been determined to comply with cleanup standards since the long-term integrity of the containment system is ensured, and the requirements for containment technologies are being met for the soil contamination.
- The Restrictive Covenant for the property is in place and continues to be effective in protecting public health from exposure to hazardous substances and protecting the integrity of the cleanup action.
- Since the groundwater showed contamination and there is no record in Ecology files of a conditional point of compliance established, the 'No Further Action' letter issued April 23, 2003 may be rescinded and replaced with a 'Further Action' letter or a 'Partial Sufficiency' letter. More information and review may be required to make that decision.

Based on this periodic review, the Department of Ecology has determined that the requirements of the Restrictive Covenant continue to be met. Additional cleanup actions may be required of the property owner or responsible person. It is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the remedy is maintained.

4.1 Next Review

The next review for the Site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

Additional groundwater sampling could be beneficial for further review to determine the adequacy of the cleanup.

5.0 REFERENCES

Phase I Environmental Site Assessment E & E Foods, by Kleinfelder, Inc., dated September 23, 1993;

Phase II Environmental Site Assessment E & E Foods, by Kleinfelder, Inc., dated January 20, 1994;

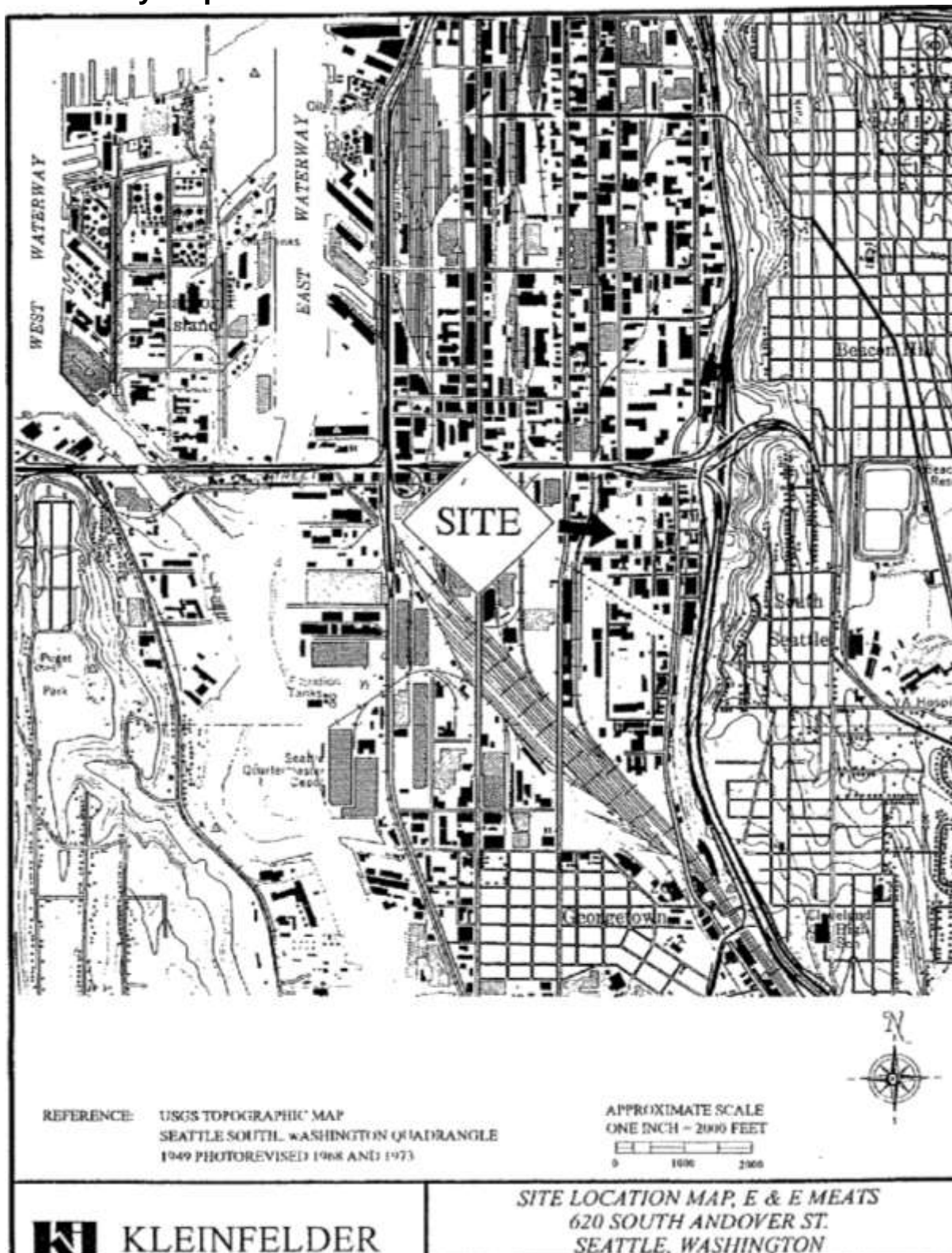
UST Site Assessment E & F Foods Building, by G-Logics, dated January 24, 2001;

2003 Restrictive Covenant;

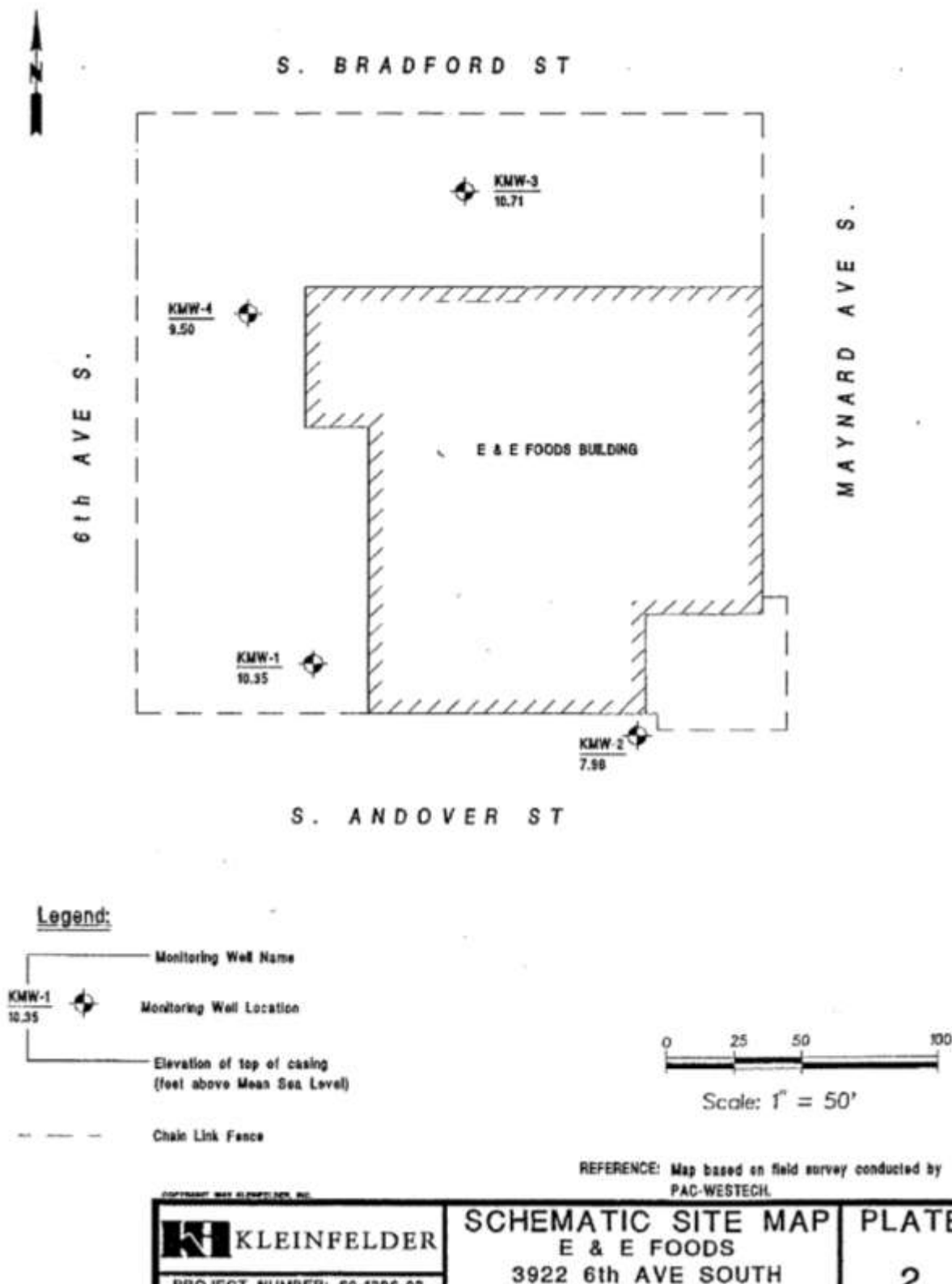
Ecology, 2010, Site Visit.

6.0 APPENDICES

6.1 Vicinity Map



6.2 Site Plan



6.3 TPH-Dx Concentration Map

not available

6.4 Environmental Covenant

RETURN ADDRESS

Lori Lee
PO Box 78036
Seattle, WA 98178



Please print neatly or type information

Document Title(s)

Restrictive Covenant

Reference Numbers(s) of related documents

Additional Reference #'s on page ____

Grantor(s) (Last, First and Middle Initial)

<u>Edith Erneda Banchemo I, LLC</u>	<u>Helen McCuish I, LLC</u>
<u>Kenneth E. Banchemo</u>	<u>Kelly L. Banchemo</u>
<u>Lynn M. Lagreid</u>	<u>Lori A. Lee</u>
<u>Les R. Banchemo</u>	

Additional grantors on page 5

Grantee(s) (Last, First and Middle Initial)

State of Washington Dept.
of Ecology

Additional grantees on page ____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Lots 1 through 12, Plat recorded in Vol. 1 of Plats, pg 35

Additional legal is on page 4

Assessor's Property Tax Parcel/Account Number

788610-0210

Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

RECEIVED

APR 22 2003

DEPT OF ECOLOGY

RESTRICTIVE COVENANT

3922 6th S BUILDING

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by the individuals signing below and their successors and assigns (collectively, "Owner"), and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following document:

1. UST Site Assessment
E & E Foods Building
3922 6th Avenue South
Seattle, WA 98108
G-Logics, dated January 24, 2001

Additional site characterization information is described in the following documents:

1. Phase I Environmental Site Assessment
E & E Foods
3922 6th Avenue South
Seattle, Washington
Kleinfelder, Inc., dated September 23, 1993
2. Phase II Environmental Site Assessment
E and E Foods
3922 6th Avenue South
Seattle, Washington
Kleinfelder, Inc., dated, January 20, 1994

These documents are on file at Ecology's Northwest Regional Office.

This Restrictive Covenant is required because the subject property and surrounding area is documented as a historic Seattle landfill known as the 6th Avenue South Landfill and is associated with landfill operations conducted in the tide flat area at the southern end of the City

of Seattle during the early 1900s. Site characterization data indicates the fill material on site contains refuse with heavy-end petroleum hydrocarbons, metal, polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs) contamination. Site groundwater currently exceeds MTCA Method C industrial groundwater cleanup levels for metals.

The undersigned (collectively, "Owner") is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as set forth in the attached Exhibit A.

Owner makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (who shall hereafter be included in the term "Owner").

Section 1. The Property shall be used only for traditional industrial uses, as described in RCW 70.105D.020(23) and defined in and allowed under any of the City of Seattle's industrial zoning regulations (e.g., General Industrial 1, General Industrial 2, Industrial Buffer, or Industrial Commercial as described in SMC 23.50.002, et seq.), codified in the Seattle Municipal Code as of the date of this Restrictive Covenant.

No groundwater may be taken for any use from the Property.

The Owner shall not alter, modify, or remove the asphalt pavement or existing building in any manner that may result in the release or exposure to the environment or create a new exposure pathway without prior written approval from Ecology. Notwithstanding the foregoing, the Owner may without advance approval conduct routine maintenance and repair operations consistent with good building management practices so long as the asphalt pavement or building which is the subject of the maintenance or repair is promptly restored to substantially the same condition as existed as of the date of this Restrictive Covenant.

Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil or create a new exposure pathway, is prohibited.

Section 2. Any activity on the Property that may interfere with the continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property or creates a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the Property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued adherence to Sections 1 through 8.

Section 5. The Owner must restrict leases to uses and activities consistent with this Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times and upon reasonable advance notice for the purpose of evaluating the Remedial Action, to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

EXHIBIT A

RESTRICTIVE COVENANT

This declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g), and WAC 173-340-440 by Name of Property Owner, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

Legal Description:

The following described real estate, situated in the County of King, State of Washington:

Lots 1 through 12, inclusive Block 6, South Seattle, according to Plat Recorded in Volume 1 of Plats, page 35, in King County, Washington; together with vacated alley adjoining, except that portion included in Plat of Block 266, Seattle Tide Lands; and Lots 6 through 10, Block 266, Seattle Tide Lands.

TOGETHER with vacated alleys in said Block 6 and 266 which attached by operation of law:

AND TOGETHER WITH the vacated south 10 feet of South Bradford Street which attached by operation of law.

Commonly known as 3922- 6th Avenue South, Seattle, Washington.

Tax Account Number: 788610-0210

DATED this 4 day of April, 2003.

Current Owner:

EDITH ERNEDA BANCHERO I, LLC,
a Washington limited liability company

Edith E. Banchero
By Edith E. Banchero, Member

HELEN McCUIISH I, LLC, a Washington
limited liability company.

Helen McCuish I, LLC
By Mary E. Kaivola, manager
By Mary Kaivola, Manager

Kenneth E. Banchero
Kenneth E. Banchero

Kelly L. Banchero
Kelly L. Banchero

Lynn M. Lagreid
Lynn M. Lagreid

Lori A. Lee
Lori A. Lee

Les R. Banchero
Les R. Banchero

Larry J. Banchero
Larry J. Banchero

Christopher M. Banhero
Christopher M. Banhero

Estate of Joseph Jerry Banhero

By By. Monica Banhero
Its PERSONAL REPRESENTATIVE

Lewis A. Banhero
Lewis A. Banhero

David A. Banhero
David A. Banhero

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 4th day of APRIL, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Edith E. Banhero, to me known to be a Member of Edith Erneda Banhero I, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the signing of said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

IN WITNESS WHEREOF I have hereunto set my hand the day and year first above written.

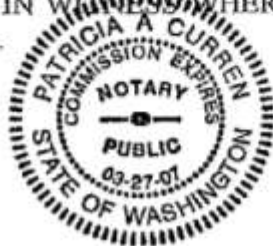
Notary Public State of Washington KAREN L. PETRICK My Appointment Expires Feb 27, 2007	<u>Karen Petrick</u> Notary Public in, and for the State of Washington Printed Name: <u>KAREN PETRICK</u> My appointment expires: <u>FEB 27 2007</u>
---	---

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss.

On this 7th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary Kaivola, to me known to be the Manager of Helen McCuish I, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the signing of said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

IN WITNESS WHEREOF I have hereunto set my hand the day and year first above written.



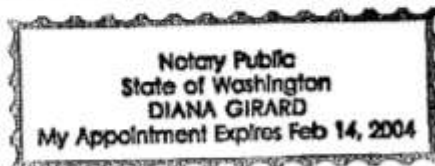
Patricia A. Curren
Notary Public in and for the State of Washington
Printed Name: Patricia A. Curren
My appointment expires: 3-27-07

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss.

On this 7th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth E. Banchero, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Diana Girard
Notary Public in and for the State of Washington
Printed Name: Diana Girard
My appointment expires: 02-14-04

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 7th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kelly L. Banchemo, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

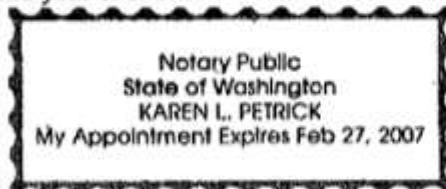


Pinal S. Patel
Notary Public in and for the State of Washington
Printed Name: PINAL S PATEL
My appointment expires: 07-12-06

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 4th day of APRIL, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lynn M. Lagreid, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

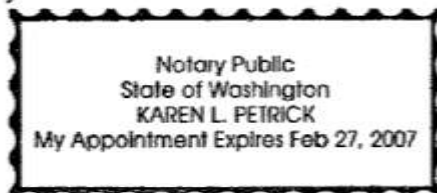


Karen Petrick
Notary Public in and for the State of Washington
Printed Name: KAREN PETRICK
My appointment expires: FEB 27 2007

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 4th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lori A. Lee, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Karen Petrick
Notary Public in and for the State of Washington
Printed Name: KAREN PETRICK
My appointment expires: FEB 27 2007

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 10th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Les R. Banchemo, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



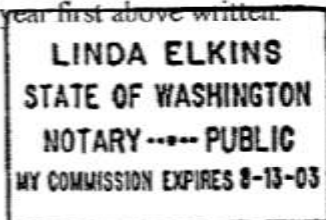
Pinal S. Patel
Notary Public in and for the State of Washington
Printed Name: PINAL S PATEL
My appointment expires: 07/12/06

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss.

On this 17th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry J. Banchemo, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



A handwritten signature of Linda Elkins in cursive script.

Notary Public in and for the State of Washington
Printed Name: LINDA ELKINS
My appointment expires Aug 13, 2003

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss.

On this 17th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christopher M. Banchemo, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

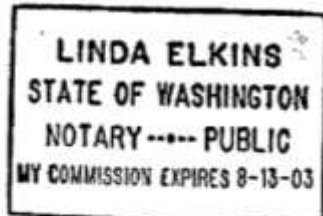
A handwritten signature of C. Dale Ewen in cursive script.

Notary Public in and for the State of Washington
Printed Name: C. DALE EWEN
My appointment expires: 3-9-05

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 8th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARGARET THERESA BANCHERO to me known to be the Personal Representative of the Estate of Joseph Jerry Banchero that executed the foregoing instrument, and acknowledged the signing of said instrument to be the free and voluntary act and deed of said Estate of Joseph Jerry Banchero, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF I have hereunto set my hand the day and year first above written.

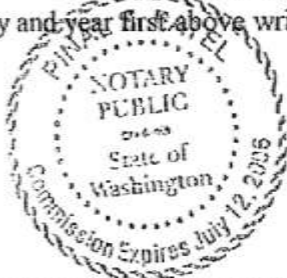


Linda Elkins
Notary Public in and for the State of Washington
Printed Name: LINDA ELKINS
My appointment expires: MAY 13, 2003

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 7th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lewis A. Banchero, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



STATE OF WASHINGTON)
)
COUNTY OF KING)

Pinal S. Patel
Notary Public in and for the State of Washington
Printed Name: PINAL S PATEL
My appointment expires: 07-12-08

ss.

On this 10th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David A. Banchemo, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Pinal S. Patel
Notary Public in and for the State of Washington
Printed Name: PINAL S PATEL
My appointment expires: 07-12-08

6.5 Photo log

Photo 1: One of the businesses occupying the building (northend)



Photo 2: Area of the tank removal (south end of building)



Photo 3: Cose-up of address on building



Photo 4: Sinking and cracking of asphalt in the area of the tank removal

